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V35 D066



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FILED

NOV 06 1989

THOMAS J. JONES, CLERK
Thomas Jones
 BY MARGARET FRANKS, CL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

IN RE THE MARRIAGE OF:

WILLIAM ROBINSON, JR.,

Petitioner,

and

CLAUDETTE A. ROBINSON,

Respondent.

CASE NO. D 170304

FURTHER JUDGMENT ON
 RESERVED ISSUES

A Judgment of Dissolution of marriage having been entered on October 24, 1986, and said Judgment having reserved all other issues for determination by the Court: Petitioner and Respondent (sometime hereinafter "the parties") having agreed to divide their property consistent with the terms and provisions of this Further Judgment: Motown Record Corporation, Inc. and Jobete Publishing Co., Inc. (hereinafter collectively "MRC") Respondent and Petitioner having left for determination by the Court and the Court having determined their respective claims for attorneys' fees and costs and Respondent and MRC also having left for determination by the Court and the Court

V350 D066 Page 1

W.R.

1 having taken under submission the issue of how certain
2 deposition transcripts taken in the case will be handled;
3 the Honorable William P. Hogoboom having heard testimony
4 and received evidence and having determined that as to each
5 party said party understood and agreed to all of the
6 provisions of this judgment and each party having answered
7 in the affirmative, and Daniel R. Barbakow, Mannis &
8 Barbakow and Stephen M. Fleishman having joined in the
9 stipulation, and, insofar as pertinent to MRC, MRC, by and
10 through their counsel, Edward Ruttenberg, of Leopold,
11 Petrich and Smith, having answered in the affirmative,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
13 FOLLOWS:



8/25/89

*C.R. 8/25**13560 MRC Page 3*

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7. IT IS FURTHER ORDERED, ADJUDGED AND DECREED
that the community property of the parties is equally
divided as follows:

a. To the Respondent as her sole and
separate property, the following:

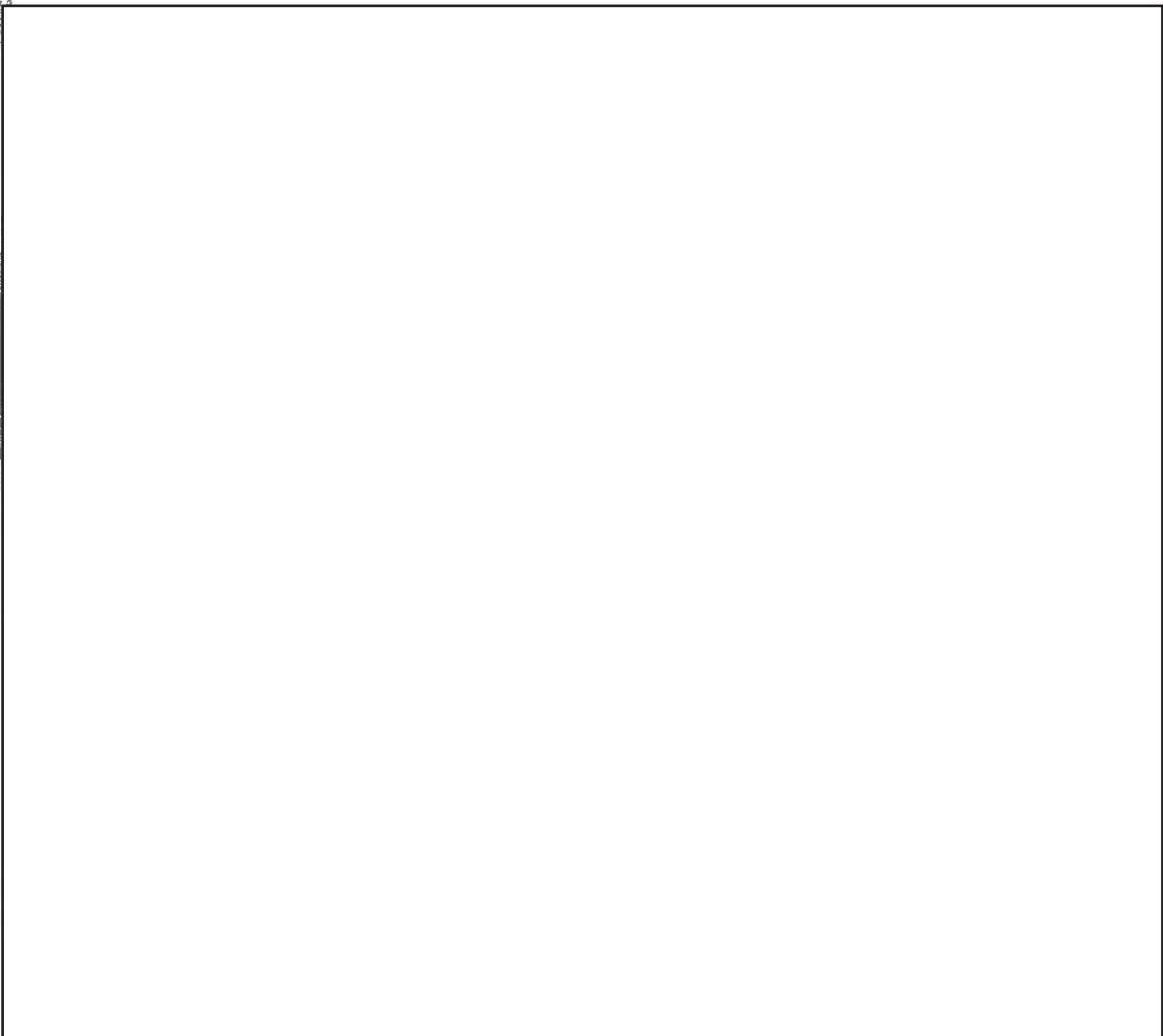


V3560 DDK Page 10



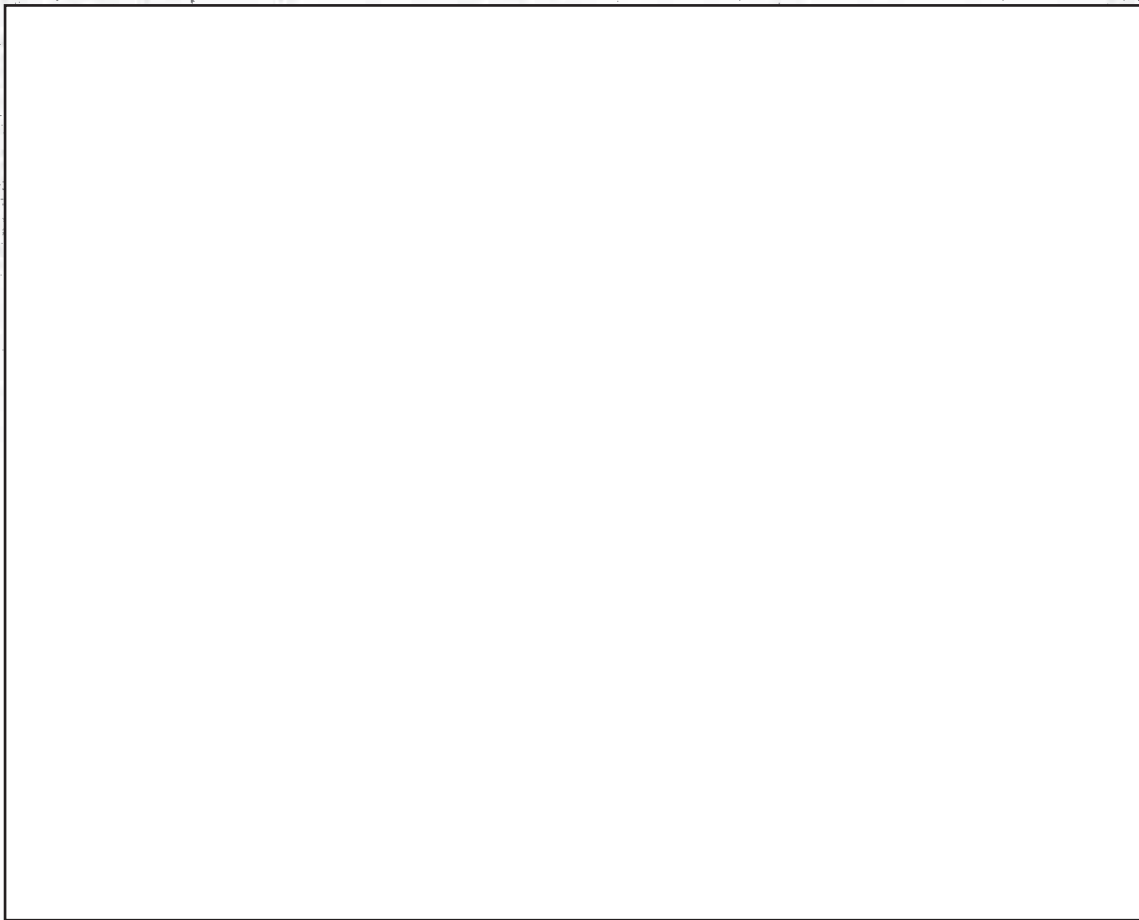
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4 (8) A one-half interest in those
5 certain copyrights, contract rights and/or royalty rights
6 with respect to musical compositions created during the
7 marriage and listed as set forth hereinafter ("Community
8 Musical Compositions").

9 b. IT IS FURTHER ORDER, ADJUDGED AND DECREED
10 that the following property is awarded to the Petitioner as
11 his sole and separate property:



1560 DD6 Page 13

28
8/25/89



(13) A one-half interest as tenants in common in those certain copyrights, contract rights and/or royalty rights with respect to musical compositions created during the marriage and listed as set forth hereinafter ("Community Musical Compositions").



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8/25/89

YESUD DUBB Page 16

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4 8. The "Community Musical Compositions" are
5 hereinafter defined to include copyrights, contract rights
6 and/or royalty rights with respect to Petitioner's musical
7 compositions created on or after November 7, 1959 and
8 before May 30, 1985. The royalties of Petitioner arising
9 therefrom include royalties, domestic and foreign for
10 writers, performers (artists), producers, mechanical,
11 publishers royalties, and composers royalties.

12 With regard to the parties' jointly owned as tenants
13 in common copyrights, contract rights and/or royalty rights
14 with respect to said Community Musical Compositions created
15 during the marriage, the list of said compositions is
16 believed to be as follows:

17
18 COMPOSITION

- 19 1. Absent Minded Lover
20 2. After All
21 3. After All That You've Done
22 4. Agony And the Ecstasy
23 5. Ain't It Baby
24 6. Ain't That Peculiar
25 7. Ain't You Glad You Chose Love
26 8. All I Want Is You
27 9. All My Life's A Lie
28 10. All That's Good

8/25/89

COMPOSITION

- 1 11. And I Don't Love You
- 2 12. Answer Is Love (The)
- 3 13. Are You Still Here
- 4 14. Are You Sure Love Is The Name of This Game
- 5 15. As Long As I Know He's Mine
- 6 16. As Long As There Is Love Love
- 7 17. Asleep On My Love
- 8 18. At The Go Go
- 9 19. Automatically Sunshine
- 10 20. Baby Baby Don't Cry
- 11 21. Baby Baby I Need You
- 12 22. Baby Come Close
- 13 23. Baby I'm Glad That Things Worked Out So Well
- 14 24. Baby That's Backatcha
- 15 25. Baby You Got The Key
- 16 26. Backfire
- 17 27. Backstage
- 18 28. Be Kind To The Growing Mind
- 19 29. Because Of You (It's The Best It's Ever Been)
- 20 30. Being With You
- 21 31. Best Friends #1
- 22 32. Bet Friends #2
- 23 33. Better Late Than Never
- 24 34. Better Unsaid
- 25 35. Big Time
- 26 36. Blood Song (The)
- 27 37. Blue Collar Genius
- 28

8/25/89

V3560 D066 Page 18

COMPOSITION

- 1 38. Boy I've Never Met (The)
- 2 39. Breath Taking Guy (A)
- 3 40. Broken Hearted
- 4 41. Casting You Casting (You Cast A Spell On Me)
- 5 42. Castles Made of Sand
- 6 43. Cause I Love You
- 7 44. Cherish Your Cherry
- 8 45. Choosey Beggar
- 9 46. Christmas Everyday
- 10 47. Cinderella (It's Twelve O'Clock)
- 11 48. Cindy
- 12 49. Clap Your Hands
- 13 50. Close Encounters of the First Kind
- 14 51. Coincidentally
- 15 52. Come On Do The Jerk
- 16 53. Come Spy With Me
- 17 54. Composer (The)
- 18 55. Cotillion
- 19 56. Crazy About the La La La
- 20 57. Crosses
- 21 58. Cruisin'
- 22 59. Custer's Last Man
- 23 60. Dancing's Alright
- 24 61. Day My World Stood Still (The)
- 25 62. Day You Take One (The) (You Have to Take The
- 26 63. Daylight & Darkness
- 27 64. Depend on Me (You Can)
- 28

8/25/89

1950-1960
1961-1970
1971-1980
1981-1990
1991-2000
2001-2010
2011-2020

1 COMPOSITION

- 2 65. Depend on Me (You Can)
3 66. Determination
4 67. Dinah
5 68. Do It
6 69. Do Like I Do
7 70. Do Like I Do
8 71. Doggone Right
9 72. Don't Let Him Shop Around
10 73. Don't Look Back
11 74. Don't Mess With Bill
12 75. Don't Send Me Away
13 76. Don't Take a Wooden Nickel
14 77. Don't Think It's Me
15 78. Don't Wanna Play Pajama Games
16 79. Dream Girl
17 80. Dreams Dreams
18 81. Drop In The Bucket
19 82. Dynamite
20 83. Easier Said Than Done
21 84. Envious
22 85. Ever Had A Dream
23 86. Everybody's Gotta Pay Some Dues
24 87. Everybody's Talking
25 88. Everyday I'll Love You More Than Yesterday
26 89. Fading Away
27 90. Family Song (The)
28 91. Fan The Flame

8/25/89

10550 DMB / page 20

COMPOSITION

- 1 92. Fancy Meeting You Here
- 2 93. Feel Alright Tonight
- 3 94. Fire Fly
- 4 95. First I Look At The Purse
- 5 96. Flower Girl
- 6 97. Floy Joy
- 7 98. Fly By Night
- 8 99. Food For Thought
- 9 100. For The Love Of Mike
- 10 101. Forever In My Heart
- 11 102. Fork In The Road (A)
- 12 103. From Head To Toe
- 13 104. Fulfill Your Need
- 14 105. Further You Look The Less You See (The)
- 15 106. Get Out Of Town
- 16 107. Get Ready
- 17 108. Ghetto Tenement (Life In) (The)
- 18 109. Gimme What You Want
- 19 110. Girl I'm Standing There
- 20 111. Girls Girls Girls
- 21 112. Give Him Up
- 22 113. God Rest Ye Merry Gentlemen
- 23 114. God Rest Ye Merry Gentlemen
- 24 115. Going To A Go-Go
- 25 116. Gone Again
- 26 117. Goodbye Cruel Love
- 27 118. Gotta Pay Dues (Everybody's Got To Pay Some)
- 28

8/25/89

-21-

V5566266 Page 21

COMPOSITION

119. Groovey Thing (The)
120. Hanging On By A Thread
121. Happy (Love Theme From Lady Sings The Blues)
122. Happy Landing
123. Harlem
124. Have You Ever Had a Dream
125. Have You Heard About the Fool
126. He Couldn't Do The Money
127. He Don't Care About Me
128. He Is The Light Of The World
129. He's A Good Guy (Yes He Is)
130. He's My Sunny Boy
131. He's The One I Love
132. Headin' North
133. Heartbreak Graffiti
134. Heartbreak Road
135. Heavy On Pride (Light On Love)
136. Help Me Find My Baby
137. Here I Am Baby
138. Here I Go Again
139. Hip Trip
140. Hold On To Your Love
141. Holly
142. Home Is Where The Heart Is
143. Hoping The Pause Is Helping The Cause
144. How When My Heart Belongs To You
145. Hunter Gets Captured By The Game (The)

8/25/89

Ms60 Doc6 Page 22

COMPOSITION

- 1 146. Hurt Is Over (The)
- 2
- 3 147. I Am I Am
- 4
- 5 148. I Believe In Christmas Eve
- 6
- 7 149. I Can Take A Hint
- 8
- 9 150. I Can't Believe
- 10
- 11 151. I Can't Find
- 12
- 13 152. I Can't Get Over You
- 14
- 15 153. I Can't Get There From Here
- 16
- 17 154. I Can't Think Of A Thing At All
- 18
- 19 155. I Don't Blame You At All
- 20
- 21 156. I Don't Know How Right It Was
- 22
- 23 157. I Gave Up Quality For Quantity
- 24
- 25 158. I Gotta Thing For You
- 26
- 27 159. I Hope She Gets A Better Break Than Me
- 28
160. I Just Can't Let Him Down
161. I like It Like That
162. I Love the Nearness of You
163. I Need You (Little Darlin')
164. I Now See You Clear Through My Tears
165. I Second That Emotion
166. I Should've Known Better
167. I Think I Can Change You
168. I Think The Devil Must Be Beating His Wife
169. I Think We Can Make It
170. I Want To Be Your Love
171. I Want To Do It Right
172. I Want You 'Round

8/25/89

-23-

V356C Doble Page 23

COMPOSITION

- 1 173. I Won't Take You Back
- 2 174. I'll Be Available
- 3 175. I'll Be Doggone
- 4 176. I'll Be In Trouble
- 5 177. I'll Cry A Million Tears
- 6 178. I'll Pay Double
- 7 179. I'll Take You Any Way That You Come
- 8 180. I'll Try Something New
- 9 181. I'm A Fool For the Fuel
- 10 182. I'm Bound
- 11 183. I'm Doing It All
- 12 184. I'm Gonna Cry
- 13 185. I'm Gonna Cry If You Quit Me
- 14 186. I'm Gonna Keep On Trying
- 15 187. I'm Gonna Love You Like There's No Tomorrow
- 16 188. I'm In Love With You (Opus 1)
- 17 189. I'm Stuck On You
- 18 190. I've Been Good To You
- 19 191. I've Gotta Get Away
- 20 192. I've Made Love To You A Thousand Times
- 21 193. If I Can't Have You
- 22 194. If We're Gonna Act Like Lovers
- 23 195. If You Can Want
- 24 196. If You Wanna Make Love (Come Round Here)
- 25 197. If Your Mother Only Knew
- 26 198. In Case You Need Love
- 27 199. International Baby
- 28

8/25/89

-24-

V551-0 Double Page 24

COMPOSITION

200. Into Each Rain Some Life Must Fall
201. Is It Me Or Is It You
202. Is There Anything That I Can Do
203. It Takes A Whole Lotta Man For A Woman Like
204. It's A Bitter Pill To Swallow
205. It's A Good Feeling
206. It's A Good Night
207. It's Fantastic
208. It's Growing
209. It's Her Turn to Live
210. It's Me
211. It's Out Of The Question
212. It's Too Late
213. J J's Theme
214. Just Like A Man
215. Just My Daydream
216. Just My Soul Responding
217. Keep It Up
218. Keep Me
219. KewPie Doll
220. Laughing Boy
221. Legend In Its Own Time (A)
222. Let Me Be The Clock
223. Let Me Have Some
224. Let Me Have Some
225. Letter (The)
226. Like A Diamond In The Sky

8/25/89

-25-

V3560 Doc 66 Page 25

1 COMPOSITION

- 2 227. Like A Good Man Should
- 3 228. Like Nobody Can
- 4 229. Like Nobody Can
- 5 230. Little Girl Little Girl
- 6 231. Little Miss Sweetness
- 7 232. Long Gone Lover
- 8 233. Looking For The Right Guy
- 9 234. Looking Through The Eyes Of Love (You've Got)
- 10 235. Lost For Words
- 11 236. Love Between Me And My Kids (The)
- 12 237. Love Brought Us Here Tonight
- 13 238. Love Don't Give No Reason
- 14 239. Love Has A Reason For Neglecting
- 15 240. Love I Need You
- 16 241. Love I Saw In You was Just A Mirage (The)
- 17 242. Love In A Move (There's Always Room For)
- 18 243. Love Is The Answer
- 19 244. Love Is What You Make It
- 20 245. Love Letters
- 21 246. Love Me A Molehill, I'll Love You A Mountain
- 22 247. Love She Can Count On (A)
- 23 248. Love So Fine
- 24 249. Love Will Set You Free (Theme From Solarbabi)
- 25 250. Lover
- 26 251. Lover Boy
- 27 252. Loving Country (The)
- 28 253. Loving You Is Better Than Ever

8/25/89

V9510 DocId 346 Page 26

COMPOSITION

- 1 254. Ma Ma
- 2 255. Madam X
- 3 256. Make Me Happen
- 4 257. Malinda
- 5 258. Mama
- 6 259. Man In You (The (You Can't Let The Boy Over)
- 7 260. Marionette
- 8 261. Melody Man
- 9 262. Mighty Good Lovin'
- 10 263. Misery Makes Its Home In My Heart
- 11 264. Money
- 12 265. Money And Me
- 13 266. More Love
- 14 267. More More More of Your Love
- 15 268. More On The Inside
- 16 269. Mr. Candy Store Man
- 17 270. Mr. Blues
- 18 271. Mr. Pride & Mr. Gloom
- 19 272. Much Better Off
- 20 273. My Baby
- 21 274. My Baby Moves Me
- 22 275. My Baby Must Be A Magician
- 23 276. My Bed of Thorns
- 24 277. My Business Your Pleasure
- 25 278. My Girl
- 26 279. My Girl Has Gone
- 27 280. My Guy
- 28

8/25/89

V560 1066 Page 17

COMPOSITION

- 1 281. My Heart
- 2 282. My Heart Is Vacant
- 3 283. My Heart Says Yes
- 4 284. My Love For You
- 5 285. My Man Is Coming Home
- 6 286. My Smile Is Just A Frown Turned Upside Down
- 7 287. My Telephone Is Ringing
- 8 288. New Girl (A)
- 9 289. No More Tearstained Make Up
- 10 290. No More Water In The Well
- 11 291. No One To Love
- 12 292. No Time
- 13 293. No Wonder Love's A Wonder
- 14 294. Not Now (I'll Tell You Later)
- 15 295. Nothing
- 16 296. Nothing In This World Like My Baby
- 17 297. Now It's Too Late
- 18 298. Now That You've Won Me
- 19 299. Ode To Yoruba
- 20 300. Oh Baby Baby I Love You
- 21 301. Oh Be My Love
- 22 302. Oh Distant Lover
- 23 303. Oh Freddy
- 24 304. Oh I Apologize
- 25 305. Oh I Apologize
- 26 306. Oh Lover
- 27 307. Old Miner (The)
- 28

8/25/89

V5510 DocId Page 28

COMPOSITION

308. On Trial

309. Once I Got To Know You (Couldn't Help But Lo)

310. One Good Bull Is Half The Heard

311. One Man Is Just As Good As Another (Sometime)

312. One More Heartache

313. One Soft Night

314. One Who Really Love You (The)

315. Only One I Love (The)

316. OOO Baby Baby

317. Ooovee Baby

318. Open

319. Operator

320. Opportunity Knock (For Me)

321. Our Lips Just Seem To Rhyme Everytime

322. Over and Over

323. Over and Over

324. Paper Boy

325. Parting Hour

326. Parting Hour (The)

327. Pet Names

328. Please Say

329. Point It Out

330. Precious Little Things

331. Promise Me

332. Quiet Storm

333. Really Love (When Two People)

334. Really Wild

8/25/89

Visited File Page 24

COMPOSITION

- 1 335. Rosa Lee
- 2 336. Ruby
- 3 337. Sailor Man
- 4 338. Same Old Story
- 5 339. Santa Is Flying Out Tonight (Smokey's Melody)
- 6 340. Satisfaction
- 7 341. Save Me
- 8 342. Shame 'Em Up
- 9 343. Shana's Theme
- 10 344. Share It
- 11 345. She Was Takin' My Baby
- 12 346. She's Got To Be Real
- 13 347. She's Letting Herself Go
- 14 348. She's Takin' It Easy
- 15 349. She's The Kind of Girl
- 16 350. Shoe Sole
- 17 351. Shop Around
- 18 352. Shut Up Woman
- 19 353. Silent Partner In A Three Way Love Affair
- 20 354. Since I Don't Have You Love
- 21 355. Since I Lost My Baby
- 22 356. Since You Won My Heart
- 23 357. Slow Down Heart
- 24 358. Smokey's Melody (Santa Is Flying Out Tonight)
- 25 359. So Far
- 26 360. So In Love
- 27 361. So Nice To Be With You
- 28

8/25/89

-10-

W51C Doble Page 30

COMPOSITION

- 1 362. Somebody's Daughter Oughta
- 2 363. Something's Happening
- 3 364. Soulful Shack (The)
- 4 365. Special Occasion
- 5 366. Spellbound
- 6 367. Still Water (Love)
- 7 368. Still Water (Peace)
- 8 369. Such Is Love Such Is Life
- 9 370. Sweet Harmony
- 10 371. Sweet Thing
- 11 372. Sweet Thing (Opus 1)
- 12 373. Swept For You Baby
- 13 374. Symphony
- 14 375. Take Me Where You Go
- 15 376. Take This Heart of Mine
- 16 377. Talking 'Bout The Limbo
- 17 378. Tatto (A)
- 18 380. Tears (The)
- 19 381. Tears of A Clown (The)
- 20 382. That Child Is Really Wild
- 21 383. That Day When She Needed Me
- 22 384. That's How Bad
- 23 385. That's The Way I Feel
- 24 386. That's The Way I See Him
- 25 387. That's What Love Is Made Of
- 26 388. That's Why I Love You Like I Do
- 27 389. Then
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8/25/89

-31-

V3510 Dalk Page 31

COMPOSITION

- 1 390. There's A Definite Change In You
- 2 391. There's A Sad Story Here
- 3 392. There's Always Room For Love In A Movie
- 4 393. This I Swear I Promise
- 5 394. Those D.J. Shows
- 6 395. Those Low-Down Shuffle Blues
- 7 396. Till Johnny Comes
- 8 397. Too Much A Little Too Soon
- 9 398. Touch The Sky
- 10 399. Touching You
- 11 400. Tracks Of My Tears (The)
- 12 401. Train Of Thought
- 13 402. Treat Me Nice John Henry
- 14 403. Trying It Again
- 15 404. Two Lovers
- 16 405. Two Wrongs Don't Make It Right
- 17 406. Undecided
- 18 407. Until You Came Along
- 19 408. Virgin Man
- 20 409. Wanna Know My Mind
- 21 410. Way Over There
- 22 411. Way You Do The Things You Do (The)
- 23 412. We Really Love Each Other
- 24 413. Wedding Song
- 25 414. What A Good Man He Is
- 26 415. What Cha Gonna Do
- 27 416. What Is Love
- 28

8/25/89

-32-

V951D D016 Page 32

COMPOSITION

- 1 417. What Love Has Joined Together
- 2 418. What You Gonna Do With Me Baby
- 3 419. What's In Your Life For Me
- 4 420. What's So Good About Goodbye
- 5 421. Whatever Makes You Happy
- 6 422. Whatever Makes You Happy
- 7 423. When I Had Your Love
- 8 424. When I'm Gone
- 9 425. When Love Dies
- 10 426. When Nobody Cares
- 11 427. When Sundown Comes
- 12 428. When The Words From Your Heart Get Caught Up
- 13 429. When You Came
- 14 430. When You Want Me (I'll Be There)
- 15 431. Who You Gonna Run To
- 16 432. Who's Lovin' You
- 17 433. Who's The Fool
- 18 434. Whole Lotta Woman
- 19 435. Why Do Happy Memories Hurt So Bad
- 20 436. Why Don't You Try It
- 21 437. Why You Wanna See My Bad Side
- 22 438. Will This Be The Day
- 23 439. Wine, Women And Song
- 24 440. Wings and Halo
- 25 441. Wisdom of Time (The)
- 26 442. Won't You Take Me Back
- 27 443. Wonderful Baby
- 28

8/25/89

-33-

V3560 DDL6 Page 33

COMPOSITION

- 1 444. Would I Love You
- 2 445. Wouldn't You Like To Know
- 3 446. Yes It's You Lady
- 4 447. Yester Love
- 5 448. You and Me
- 6 449. You Are A Way of Life
- 7 450. You Are Forever
- 8 451. You Beat Me To The Punch
- 9 452. You Bring Back Memories
- 10 453. You Can Bet Your Bottom Dollar
- 11 454. You Can Do It
- 12 455. You Can't Spell Guilty (Without A 'U' Or 'I')
- 13 456. You Don't Know What It's Like
- 14 457. You Don't Mean Me No Good
- 15 458. You Must be Love
- 16 459. You Neglect Me
- 17 460. You Only Build Me Up To Tear Me Down
- 18 461. You Send Me (With Your Good Loving)
- 19 462. You Share The Blame
- 20 463. You Threw A Lucky Punch
- 21 464. You'll Lose A Precious Love
- 22 465. You're Just Right For Me
- 23 466. You're My Gardener
- 24 467. You're My Hero
- 25 468. You're My Remedy
- 26 469. You're Not An Ordinary Girl
- 27 470. You're So Fine and Sweet
- 28

8/25/89

-34-

V5560 Date Page 34

COMPOSITION

471. You're The One
472. You're The One For Me Bobby
473. You're The One I Need
474. You've Changed Me
475. You've Got The Love I Need
476. You've Got To Earn It
477. You've Really Got A Hold On Me
478. Your Heart Belongs To Me
479. Your Love
480. Your Mother Called On Me Today
481. Your Mothers Only Daughter
482. Your Old Stand By
483. Your Wonderful Sweet Sweet Love

(a) The parties are ordered to equally divide between themselves the foregoing rights in the Community Musical Compositions listed hereinabove so that from the date hereof each of the parties is to hold an undivided one-half interest in said rights in the Community Musical Compositions as Tenants-in-Common.

(b) Petitioner is ordered to execute such documents as may be required to effectuate direct payment to the Respondent of her one-half of all of his said receipts from the Community Musical Compositions (except for the Jobete Publishing Company, Inc., royalties referenced hereinafter and only for the period of time required to pay the Jobete Publishing Company, Inc. loan

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8/25/89

V3560 P066 Page 35

1 and the sums due Petitioner as set forth in Paragraph 11,
2 page 37 hereinafter).

3 To the extent that direct payments from
4 ASCAP, and, when due, Jobete Publishing Company, Inc.,
5 cannot be effected Petitioner is ordered to collect the
6 total receipts from the Community Musical Compositions and
7 promptly transmit one-half of said sums to Respondent along
8 with copies of whatever documentation have been provided to
9 Petitioner by the payor of said royalties. The Respondent
10 may elect to have a third person, to be jointly selected by
11 Petitioner and Respondent, receive payment from ASCAP and
12 Jobete Publishing Company, Inc., when applicable, and
13 distribute said payment one-half to Petitioner and one-half
14 to Respondent. In that event, both Petitioner and
15 Respondent shall be responsible for one-half the reasonable
16 costs incurred in connection therewith.

17 (c) Petitioner shall have the sole, absolute
18 and exclusive right, reasonably exercised to administer and
19 exploit all rights in said Community Musical Compositions
20 or any of them throughout the universe, to print, publish,
21 use or license the use of said rights and compositions, or
22 any of them, throughout the universe; to execute any
23 license or agreement affecting said rights and
24 compositions, or any of them, including, but not limited to
25 licenses for mechanical reproduction, public performance,
26 synchronization uses, subpublication, merchandising and
27 advertising, to make all decisions with respect to said
28 rights and compositions, and to have the right to assign or

8/25/89

V3510 Doc Page 31

1 license such rights to others, to sell or dispose of such
2 rights and copyrights. All costs, fees and expenses
3 attendant or attributable to any of the foregoing shall be
4 paid equally by the parties. Petitioner shall not act in
5 an unreasonable manner in the exercise of his sole
6 discretion as hereinabove set forth and shall not
7 maliciously or willfully take any action with a view of
8 damaging Respondent or her interest herein. Petitioner
9 shall not incur any fees and costs pertaining thereto in
10 excess of \$7,500.00 without first obtaining Respondent's
11 written consent or a Court order. The court shall retain
12 jurisdiction to determine the rights and duties of the
13 Petitioner and the Respondent under this paragraph.

14 (d) Petitioner shall have the sole right, at
15 common expense (but not in excess of \$7,500.00 without
16 Respondent's consent or Court order having first been
17 obtained), to prosecute, defend, settle and compromise all
18 claims, disputes and actions respecting the foregoing
19 rights and compositions, and to do and perform all things
20 reasonably necessary concerning the rights and
21 compositions, and the copyrights therein, and any
22 extensions and renewals thereof, and to prevent and
23 restrain the infringement of the copyrights or other rights
24 with respect to the compositions. Costs, fees and expenses
25 attendant or attributable to the foregoing shall be paid by
26 the parties equally. With regard to subparagraphs (b), (c)
27 and (d) of this Paragraph 8, Petitioner shall act
28 reasonably and in good faith and as a fiduciary with

8/25/89

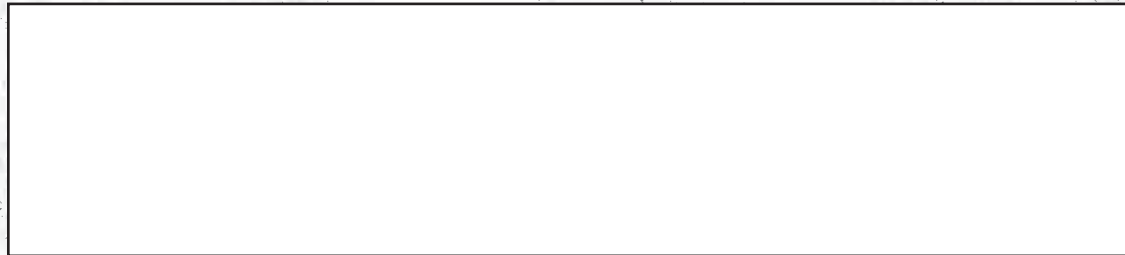
V35101066 Page 39

1 respect to Respondent's rights therein. The court shall
2 retain jurisdiction to determine the rights and duties of
3 the Petitioner and the Respondent under this paragraph.
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VISTED DOLE Page 38

8/25/89



10. In connection with any future modification of spousal support, it is the parties' intent, and this Court's order, that one-half of all future royalties arising from Community Musical Compositions only (it is the intention hereof to exclude Jobete Publishing Company, Inc.'s royalties from being included in the Court's consideration of the income of either party) shall be excluded from the calculations of the Respondent's income and one-half thereof shall be included in the calculations of the Respondent's income. Additionally, one-half of all future royalties arising from all Community Musical Compositions only shall be excluded from the calculations of the Petitioner's income and one-half thereof shall be included in the calculations of the Petitioner's income. It is not the intention to exclude from the Court's consideration and inclusion in income of the parties hereto the separate property royalties of either of them. With regard to any such modification, the Petitioner, to the best of his ability, shall furnish requisite documents to substantiate his position for a reduction as will Respondent, to the best of her ability, furnish requisite documents to substantiate her position for increase. If either party fails to do so, the Court may consider,

8/25/89

V95160 DocId Page 39

1 consistent with the law, the cooperation, or lack thereof,
2 in connection with an award of fees and costs.
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8/25/89

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4 16. Each party hereto warrants to the other that
5 the warrantor does not own any property of any kind, other
6 than the property listed herein. If it later appears that
7 either warrantor now owns any other property, and that the
8 warrantee has an interest in this other property, the
9 warrantor shall transfer or pay to the warrantee, at the
10 warrantee's election (a) an amount of the other property
11 equal to the warrantee's interest in it, if it is
12 reasonably susceptible to division, or (b) the fair market
13 value of the warrantee's interest on the effective date of
14 this agreement, or (c) the fair market value of the
15 warrantee's interest at the time the warrantee discovers
16 the warrantor's ownership of the property.

17
18 17. No waiver of any term of this Judgment shall be
19 or be construed to be a waiver of any other provision
20 hereof.

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22 18. It is acknowledged by Petitioner and Respondent
23 that they have, through their respective attorneys,
24 participated in the preparation of this stipulated judgment
25 and no provision shall be construed against either party by
26 virtue of said party's or his or her attorney's acts in the
27 preparation of this Judgment.

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8/25/89

1/5/80 D.D. 66 Page 43


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20. Each party agrees on demand of the other to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this judgment without undue delay or expense. Any party who fails to comply with this paragraph shall reimburse the other party for any expenses, including attorneys' fees and costs, which, as a result of the failure becomes reasonably necessary to carry out this judgment.

8/25/89

Verdict Delivered Page 14

APPROVED AS TO FORM AND CONTENT:


WILLIAM ROBINSON, JR., PETITIONER

APPROVED AS TO FORM AND CONTENT:


CLAUDETTE A. ROBINSON, RESPONDENT

MANNIS & BARBAKOW

By 

DANIEL R. BARBAKOW
Attorneys for Petitioner


STEPHEN M. FLEISHMAN
Attorney for Respondent

DATED: NOV 06 1989


WILLIAM P. HOGBOOM
JUDGE OF THE SUPERIOR COURT

8/25/89

MSLD D 066 Page 45

12560 D066 Page 46



THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED IS A FULL, TRUE, AND CORRECT COPY
OF THE ORIGINAL ON FILE AND OF RECORD IN
MY OFFICE.

NOV 27 2007

ATTEST

JOHN A. CLARKE, CLERK

Executive Officer/Clerk of the Superior
Court of California, County of Los Angeles.

By

L. White

Deputy

L. WHITE